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May 29, 2012

Doug McVay
Acting Chief
Rhode Island Department of Environmental Management
Office of Air Resources
235 Promenade Street
Providence, Rhode Island 02908-5767



**Re: SMM New England Johnston Processing Facility
Green Earth Avenue – Johnston, Rhode Island
ESS Project No. S444-004.1**

Dear Mr. McVay:

SMM New England Corporation (SMM) is proposing to construct and operate a metals processing facility on Green Earth Avenue in Johnston, Rhode Island (the Project). ESS Group, Inc. (ESS) is providing this Applicability Analysis for the Project, as requested by the Rhode Island Department of Environmental Management's (RIDEM) Office of Air Resources (OAR) during a May 15, 2012 meeting at your office. The following Applicability Analysis demonstrates that the Project will fully comply with RIDEM's Air Pollution Control Regulations (APCR).

FACILITY DESCRIPTION

SMM is proposing a metals processing facility to be located on Green Earth Avenue in Johnston, Rhode Island (the Facility). The Facility is to be located within the Lakeside Commerce Center industrial park. The Facility will be bounded to the east by Interstate 295 (I-295) and bounded to the west by the Upper and Lower Simmonsville Reservoirs. Attached is an aerial photograph showing the location of the Facility and the surrounding area.

The Facility will be divided into two parcels. The west parcel is situated along the westerly side of Green Earth Avenue and will include scales, a scale house, an office building, and a parking lot. The east parcel, situated on the easterly side of Green Earth Avenue, will include the metal shredding operation, material stockpiles, and a maintenance building. Attached is a site plan showing the locations of the parcels and the associated Facility equipment.

The following is a listing of the equipment to be used at the Facility:

- Infeed Conveyor – 160 feet long, 99 inches wide, Track style
- Dual Discharge Damp Shredder - 130 inch hammer swing, 115 inch rotor width
- Water Injection System
- 9000 Hp Shredder Drive Motor – A/C with drive system
- Undermill Vibratory Feeder
- First Ferrous Transfer Conveyor
- First Magnet – 72 inch diameter, 110 inch width
- Second Ferrous Transfer Conveyor
- Z-Box Material Cleaner with Cyclone and Fan (zero bleed system)
- Third Transfer Conveyor
- Picking Conveyors (four total)
- Shuttle Conveyor
- DNF (Dirty Non-Ferrous) Conveyors (3)



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- Overband Magnet at Third DNF Conveyor – 110 inch width
- Cranes with Grapples (2) – for staging materials at infeed conveyor (Model TBD)
- Fork Trucks (2) – for bringing materials to staging cranes (Model TBD)
- Large Bucket Trucks (2) – for loading at ferrous, DNF piles (Model TBD)

The Facility is expected to operate 10-12 hours per day, 6 days per week, and on average will process approximately 300 tons per hour (tph) of materials. The anticipated maximum material processing rate for the Facility will be approximately 350 tph. The Facility will process a variety of materials, which will include cars, light iron, and white goods. Attached is a general arrangement plan for the metals processing equipment.

Materials will be delivered to the Facility by truck and after weighing, unloaded into separate stockpiles for cars and light materials. Fork trucks will be used to move materials from the stockpiles to staging areas where they will be placed on the infeed conveyor using cranes with grapples. Materials on the infeed conveyor will be staged for shredding using a gravitational chute with a feeding device to meter materials to the shredder box.

The metered materials will be sheared into small pieces by a 9,000 horsepower electric motor driven, 450 RPM hammermill shredder, consisting of hammers mounted on a rotating rotor. The shredder will not be enclosed in a building; however there will be concrete enclosure walls installed on each side of the shredder and curtains installed on each end of the shredder box for noise and dust suppression purposes.

The shredder is expected to process up to 350 tons of material per hour. An automatic water injection system will provide up to 100 gallons per minute (gpm) of water into the shredder so that all material will be dampened during the shredding process. The majority of the water will vaporize upon contact with the hot material inside the shredder box. The steam cloud formed will trap and precipitate dust and smoke particles. The heavy particles will be carried out with the shredded material and not emitted to the atmosphere. The shredded material leaving the shredder will be damp and create less dust as it undergoes further processing. Materials leaving the shredder will be expelled via grates which will size the materials appropriately.

All materials from the shredder box will be conveyed to the first rotary magnet, which will separate the ferrous from the non-ferrous materials. The non-ferrous materials will include auto shredder residue (ASR). The non-ferrous products, including ASR, will be conveyed to uncovered bins and shipped out on a daily basis for further processing elsewhere.

The ferrous product from the shredder will be conveyed to a Z-Box air separator cleaning system manufactured by Osborn Engineering, Inc. As the shredded metal material passes through the box, forced air flow causes solids heavier than the force of air to fall downward into a heavy discharge chute. The air flow draws lighter solids into a cyclone, where they are driven outward by centrifugal force towards the walls of the cyclone chamber, where they will be collected for proper disposal. The Z-Box system to be used at the Facility is a closed loop, zero bleed system where the discharge air from the cyclone will be recirculated. There will be no air exhaust from the air separator system.

The clean ferrous material leaving the Z-Box will be conveyed to a secondary rotary magnet for final cleaning, and then to the sorting platform. At the sorting platform, the materials will be cleaned of copper product manually and then conveyed to the stacking conveyor to be stockpiled for shipment.





The yard will be concrete, which will help minimize fugitive dust emissions. A street sweeper and a water truck will be used to remove and water down material transfer and storage areas and truck traffic routes as needed to minimize fugitive dust generation from material storage and transfer operations. All trucks leaving the Facility will be covered.

FACILITY POTENTIAL EMISSIONS

There will be no potential direct stack emissions or stationary source fuel combustion emissions from the Facility. There will be potential fugitive particulate matter (PM) emissions associated with the proposed metals processing operations at the Facility. The potential fugitive PM (TSP and PM₁₀) emissions from the operation of the metal shredder, the ferrous processing conveyor system, the air separator metal cleaning system (Z-Box), and the non-ferrous processing conveyor system have been estimated on the attached summary.

The potential fugitive emissions from the Facility have been conservatively estimated using emission factors from the 1995 emissions study conducted by the Institute of Scrap Recycling Industries (ISRI). There are no standard EPA AP-42 emission factors for metal shredding operations, and because the emissions from such facilities are fugitive emissions, there is limited test data available, and such data is very site-specific. The ISRI emission factors have been routinely used in the permitting of similar facilities throughout the U.S. as they provide a conservative estimate of the potential fugitive PM emissions from such operations.

The proposed metal shredder is expected to be operated at a maximum processing rate of 350 tph, and will operate up to 12 hours per day and up to 4,680 hours per year. The uncontrolled emission factors for metals shredders from the ISRI study are 0.00233 pounds per ton (lb/ton) for TSP and 0.0011 lb/ton for PM₁₀. As discussed previously, SMM will utilize a water injection system to control fugitive PM emissions from shredding operations. It has conservatively been assumed that the water injection system will provide 60% control of the potential uncontrolled TSP/PM₁₀ emissions from shredding operations. The maximum controlled TSP and PM₁₀ emission rates from shredding operations at the maximum processing rate will be 0.33 and 0.15 pounds per hour (lb/hr), and 3.91 and 1.85 pounds per day (lb/day), respectively. The potential fugitive TSP and PM₁₀ emissions from metal shredding operations at the Facility have been conservatively estimated to be 1,527 and 721 pounds per year (lb/yr), respectively.

The ferrous processing conveyor system will be used to transport up to 250 tons of material per hour, and will operate up to 12 hours per day and up to 4,680 hours per year. The uncontrolled emission factors for material conveyors from the ISRI study are 0.001 lb/ton for TSP and 0.00048 lb/ton for PM₁₀. The maximum uncontrolled TSP and PM₁₀ fugitive emission rates from the ferrous processing conveyor system at the maximum processing rate will be 0.25 and 0.12 lb/hr, and 3.00 and 1.44 lb/day, respectively. The potential fugitive TSP and PM₁₀ emissions from ferrous processing conveyor system operations at the Facility have been conservatively estimated to be 1,170 and 562 lb/yr, respectively.

The proposed air separator metal cleaning system will be used to process up to 250 tons of material per hour, and will operate up to 12 hours per day and up to 4,680 hours per year. The uncontrolled emission factor for air separator bleedoff emissions from damp shredding operations from the ISRI study is 0.00571 lb/ton for both TSP and PM₁₀. Since the air separator system to be used at the Facility will be zero bleed, it has conservatively been assumed that it will provide 95% control of potential TSP/PM₁₀ emissions. The maximum controlled TSP and PM₁₀ emission rate from the air separator at the maximum processing rate will be 0.07 lb/hr and 0.86 lb/day. The potential fugitive TSP and PM₁₀ emissions from the air separator at the Facility have been conservatively estimated to be 334 lb/yr.





The non-ferrous processing conveyor system will be used to transport up to 100 tons of material per hour, and will operate up to 12 hours per day and up to 6,240 hours per year to accommodate the processing of non-ferrous materials delivered to the Facility from other SMM operations. The uncontrolled emission factors for material conveyors from the ISRI study are 0.001 lb/ton for TSP and 0.00048 lb/ton for PM₁₀. The maximum uncontrolled TSP and PM₁₀ fugitive emission rates from the non-ferrous processing conveyor system at the maximum processing rate will be 0.10 and 0.05 lb/hr, and 1.20 and 0.58 lb/day, respectively. The potential fugitive TSP and PM₁₀ emissions from non-ferrous processing conveyor system operations at the Facility have been conservatively estimated to be 624 and 300 lb/yr, respectively.

The total potential fugitive TSP emissions from the Facility, based on the conservative emission factors and assumptions detailed above, will be approximately 0.75 lb/hr, 8.97 lb/day, and 3,655 lb/yr. The total potential PM₁₀ emissions will be approximately 0.39 lb/hr, 4.72 lb/day, and 1,916 lb/yr. The actual fugitive PM (TSP and PM₁₀) emissions from the Facility will be considerably lower, as the emission factors and control efficiencies used to estimate potential emissions are conservative, the Facility will not typically operate at its full operating capacity, and SMM will utilize Best Management Practices (BMPs) developed from extensive experience operating facilities throughout the U.S. to minimize TSP and PM₁₀ fugitive emissions resulting from Facility operations to the greatest extent practicable.

SMM MANAGEMENT STANDARDS

SMM and its joint ventures have more than 120 locations in North America, including operations in 23 U.S. states. SMM has a strong commitment to the environment, sustainability and health of the communities in which it does business. SMM has established a rigorous Safety, Health, Environment and Community (SHEC) Policy. The SMM SHEC Policy includes a Management Standard for Inbound Material Control to establish minimum requirements relating to the management and control of recyclable materials inbound to or received at any of its North American facilities. It also establishes requirements and guidance for facility managers, employees and suppliers regarding materials that may pose threats to human health or the environment. Attached is a copy of the SMM Inbound Material Control Management Standard.

The Standard restricts SMM facilities from accepting any Prohibited Material. The list of Prohibited Materials (Exhibit A of the Standard) includes non-recyclable materials of any kind, free flowing liquids, flammable and combustible materials, corrosive materials, radioactive materials, explosives, poisons, infectious materials or chemicals, containers or cylinders, materials or containers containing hazardous substance residue, or any material containing hazardous or toxic substances or wastes. Automobiles must have all fluids drained to the greatest extent practicable or otherwise required by law, and their batteries, leaded battery cables, and any mercury containing devices must be removed. The attached SMM Material Acceptance Policy provides further detail on the materials prohibited from acceptance at SMM facilities.

Each facility must post signs noting key Prohibited Materials at their entrances. Each supplier who provides ferrous or stainless steel materials must sign a Supplier Agreement that includes the Prohibited Materials List. Each facility must implement a two tiered inspection program consisting of both visual inspections and detailed inspections. Visual inspections are required to be conducted by outside buyers, commercial vehicle drivers, scale buyers, on-the-ground inspectors, and crane operators for materials listed on the Prohibited Materials List. Detailed inspections are required for specified percentages of loads of received materials for materials listed on the Prohibited Materials List. The Standard also requires each facility to implement a corrective measures program, training programs for buyers, scale





operators, inspectors, material handlers, and managers, procedures for assessment of compliance, and recordkeeping systems to demonstrate compliance with the Standard.

SMM will fully implement its SHEC Policy at the proposed Johnston Facility, including its Inbound Material Control Management Standard and Material Acceptance Policy, to ensure the Facility is operated in accordance with the most effective BMPs which have been established for this industry. By implementing these policies and BMPs, SMM will ensure that any environmental impacts from the Facility have been minimized to the greatest extent practicable and that the Facility will operate in full compliance with applicable environmental regulations and requirements.

RIDEM APCR APPLICABILITY ANALYSIS

RIDEM's Air Pollution Control Regulations have been established to be protective of the public and the environment. The following section details how the proposed Facility will comply with the applicable RIDEM Air Pollution Control Regulations.

RIDEM OAR APCR No. 1 – Visible Emissions

APCR No. 1 prohibits emissions to the atmosphere from any source for a period or periods aggregating more than three minutes in any one hour which is greater than or equal to 20 percent opacity.

SMM will utilize water injection in the metals shredder, an air separator metals cleaning system, and Best Management Practices to maintain compliance with the APCR No. 1 visible emissions limitation.

RIDEM OAR APCR No. 3 – Particulate Emissions from Industrial Processes

APCR No. 3 limits the particulate matter emissions from industrial processes. The tabulated PM emission limitations are based on the process weight, or the total weight of all materials into any specific process, except liquid and gaseous fuels and combustion air, which may cause any emissions of particulate matter into the atmosphere.

The maximum metals processing rate at the Facility will be 350 tons per hour (700,000 lb/hr). The corresponding APCR No. 3 PM emission limit at that processing rate is 64.8 lb/hr. The maximum total PM emission rate from all processes at the Facility will be 0.75 lb/hr, which complies with the applicable APCR No. 3 PM emission limit.

RIDEM OAR APCR No. 4 – Open Fires

APCR No. 4 prohibits the burning of any material in an open fire at a solid waste management facility and/or hazardous waste disposal facility or in connection with any salvage, industrial, commercial or institutional operation without written approval. An open fire is defined as any fire from which the products of combustion are emitted directly into the open air without passing through a stack.

SMM will not burn any material in an open fire without written approval, thus complying with APCR No. 4.

RIDEM OAR APCR No. 5 – Fugitive Dust

APCR No. 5 prohibits any material from being handled, transported, mined, quarried, stored, or otherwise utilized in any way so as to cause airborne particulate matter to travel beyond the property line of the emission source without taking adequate precautions to prevent particulate matter from becoming airborne. Such precautions must be in accordance with good industry practice as determined by the Director, and/or other reasonable fugitive dust prevention measures as determined by the Director.

SMM will utilize water injection in the metals shredder, an air separator metals cleaning system, and Best Management Practices for the metals processing industry to satisfy the requirements of APCR No. 5.





The BMPs to be utilized will include the sweeping and wetting down of roadways and material storage areas as needed to minimize fugitive dust emissions from the Facility.

RIDEM OAR APCR No. 7 – Emission of Air Contaminants Detrimental to Person or Property

APCR No. 7 prohibits the emission of any contaminant which alone or in connections with other emissions, by reason of their concentration or duration, may be injurious to human, plant or animal life, or cause damage to property or which unreasonably interferes with the enjoyment of life and property.

The strict enforcement of the SMM Inbound Material Control Standard and Material Acceptance Policy (both attached) will prevent any Prohibited Materials from being accepted at the Facility, to ensure that the Facility will comply with the standard established in APCR No. 7.

RIDEM OAR APCR No. 8 – Sulfur Content of Fuels

APCR No. 8 prohibits the sale, use or storage of high sulfur fuels, defined as any fuel except fuel oil containing more than 0.55 pounds of sulfur per million Btu heat release potential or fuel oil containing more than 1.0 percent sulfur by weight.

SMM will not store or use any high sulfur fuels at the Facility, thus complying with APCR No. 8.

RIDEM OAR APCR No. 9 – Air Pollution Control Permits

APCR No. 9 prohibits the construction, installation, modification, or operation of any stationary source subject to its requirements without obtaining a Minor Source Permit or Major Source Permit. A Minor Source Permit is required for the construction, installation, or modification of the following:

- Any fuel burning device with a heat input capacity that meet or exceeds a listed threshold.
- Liquid petroleum storage systems that meet or exceed the listed criteria for capacity and content.
- Any incinerator, except as exempted.
- Any stationary source with the potential to emit 25 tons or more per year of hazardous air pollutants.
- Any stationary source with the potential to increase emissions of a listed toxic air contaminant by greater than the specified minimum quantity.
- Any other stationary source with the potential to emit one hundred pounds or more per day, or ten pounds or more per hour of any air contaminant or combination of air contaminants into the atmosphere.
- Any air pollution control system and appurtenances, except where the emission of air contaminants in the absence of the system would comply with all applicable state and federal air pollution control rules and regulations, and the emission of air contaminants in the absence of the system would not exceed any of the permitting thresholds.

The Facility will not include any subject fuel burning devices, liquid petroleum storage systems, or incinerators. The Facility does not have the potential to emit 25 tons or more per year of HAPs, nor the potential to increase emissions of a listed toxic air contaminant by greater than the specified minimum quantity. The Facility does not have the potential to emit one hundred pounds or more per day, or ten pounds or more per hour of any air contaminant or combination of air contaminants into the atmosphere. The Facility would comply with all applicable state and federal air pollution control regulations, and the emissions of air contaminants in the absence of the proposed air pollution control system would not



exceed any of the air permitting thresholds. Therefore, the Facility is not required to obtain a Minor Source Permit for its construction or operation. SMM will file a registration form for the proposed air pollution control system with the Office of Air resources prior to its installation to satisfy the applicable requirements of APCR No. 9.

RIDEM OAR APCR No. 14 – Record Keeping and Reporting

APCR No. 14 requires the owner or operator of any facility that emits air contaminants, at the request of the Director, to provide any data necessary to determine if the facility is in compliance with air pollution control regulations. These records must be maintained at the facility for at least five years. The information recorded must be summarized and reported at least annually to the Director. This information will be correlated with applicable emission limitations and other applicable emissions information and will be available for public inspection.

SMM will maintain the required records to demonstrate that the Facility is in compliance with air pollution control regulations at the Facility for at least five years. A summary of the recorded information will be reported annually to the Director to fully comply with APCR No. 14.

RIDEM OAR APCR No. 16 – Operation of Air Pollution Control Systems

APCR No. 16 requires any air pollution control system to be operated according to its design specifications whenever the source on which it is installed is in operation or emitting air contaminants. It also requires that, in the case of malfunction of any air pollution control system, all reasonable measures be taken to assure resumption of the design control efficiency as soon as possible.

SMM will operate the proposed air pollution control system according to its design specifications whenever material is being fed to the shredder. SMM will take all reasonable measures to return the proposed air pollution control system to its design control efficiency as soon as possible when a malfunction occurs, assuring compliance with APCR No. 16.

RIDEM OAR APCR No. 17 – Odors

APCR No. 17 prohibits the emission to the atmosphere of any air contaminant or combination of air contaminants which creates an objectionable odor beyond the property line of the source.

The strict enforcement of the SMM Inbound Material Control Standard and Material Acceptance Policy (both attached) and Best Management Practices for materials handling at the Facility will ensure compliance with APCR No. 17.

RIDEM OAR APCR No. 22 – Air Toxics

APCR No. 22 prohibits the construction, installation, or modification of any stationary source which has the potential to increase emissions of a listed air toxic contaminant by an amount greater than the specified Minimum Quantity for that contaminant without first obtaining an approved permit to construct, install, or modify from the Director.

The Facility does not have the potential to increase emissions of a listed air toxic contaminant by an amount greater than the specified Minimum Quantity for that contaminant. The strict enforcement of the SMM Inbound Material Control Standard and Material Acceptance Policy (both attached) will ensure that Prohibited Materials which could result in air toxics emissions are not accepted at the Facility. Thus, the Facility is exempt from APCR No. 22.



CONCLUSION

This Applicability Analysis has demonstrated that the proposed SMM NE Corporation Johnston Processing Facility will comply with all applicable provisions of the RIDEM Air Pollution Control Regulations. If you have any questions regarding this Applicability Analysis, or if you require any additional information, feel free to contact me at (781) 419-7749 or via email at mfeinblatt@essgroup.com.

Sincerely,

ESS GROUP, INC.

A handwritten signature in dark ink, appearing to read "M. Feinblatt".

Michael E. Feinblatt
Practice Leader, Energy & Industrial Services

C: Albert Hanel, SMM

Attachments



SMM NE Corporation - Johnston Processing Facility - Johnston, RI
Potential Emissions Calculations

Scrap Metal Shredder	
Maximum Material Processing Rate:	350 tons/hr
Maximum Daily Hours of Operation:	12 hrs/day
Maximum Annual Hours of Operation:	4,680 hrs/yr
Emissions Control Efficiency:	60%

Pollutant	Potential Uncontrolled Emissions				Potential Controlled Emissions			
	lb/ton ¹	lb/hr	lb/day	lb/yr	lb/ton	lb/hr	lb/day	lb/yr
TSP	2.33E-03	0.82	9.79	3,817	9.32E-04	0.33	3.91	1,527
PM10	1.10E-03	0.39	4.62	1,802	4.40E-04	0.15	1.85	721

Ferrous Processing Conveyor System	
Maximum Material Processing Rate:	250 tons/hr
Maximum Daily Hours of Operation:	12 hrs/day
Maximum Annual Hours of Operation:	4,680 hrs/yr
Emissions Control Efficiency:	0%

Pollutant	Potential Uncontrolled Emissions				Potential Controlled Emissions			
	lb/ton ¹	lb/hr	lb/day	lb/yr	lb/ton	lb/hr	lb/day	lb/yr
TSP	1.00E-03	0.25	3.00	1,170	1.00E-03	0.25	3.00	1,170
PM10	4.80E-04	0.12	1.44	562	4.80E-04	0.12	1.44	562

Air Separator Metal Cleaning System	
Maximum Material Processing Rate:	250 tons/hr
Maximum Daily Hours of Operation:	12 hrs/day
Maximum Annual Hours of Operation:	4,680 hrs/yr
Emissions Control Efficiency:	95%

Pollutant	Potential Uncontrolled Emissions				Potential Controlled Emissions			
	lb/ton ¹	lb/hr	lb/day	lb/yr	lb/ton	lb/hr	lb/day	lb/yr
TSP	5.71E-03	1.43	17.13	6,681	2.86E-04	0.07	0.86	334
PM10	5.71E-03	1.43	17.13	6,681	2.86E-04	0.07	0.86	334

Non-Ferrous Processing Conveyor System	
Maximum Material Processing Rate:	100 tons/hr
Maximum Daily Hours of Operation:	12 hrs/day
Maximum Annual Hours of Operation:	6,240 hrs/yr
Emissions Control Efficiency:	0%

Pollutant	Potential Uncontrolled Emissions				Potential Controlled Emissions			
	lb/ton ¹	lb/hr	lb/day	lb/yr	lb/ton	lb/hr	lb/day	lb/yr
TSP	1.00E-03	0.10	1.20	624	1.00E-03	0.10	1.20	624
PM10	4.80E-04	0.05	0.58	300	4.80E-04	0.05	0.58	300

¹ Uncontrolled emission factors are from the 1995 study conducted by the Institute of Scrap Recycling Industries.

Facility-Wide Potential Emissions								
Pollutant	Potential Uncontrolled Emissions				Potential Controlled Emissions			
	lb/ton	lb/hr	lb/day	lb/yr	lb/ton	lb/hr	lb/day	lb/yr
TSP	1.00E-02	2.59	31.12	12,291	3.22E-03	0.75	8.97	3,655
PM10	7.77E-03	1.98	23.77	9,344	1.69E-03	0.39	4.72	1,916



**SIMS
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**NORTH AMERICAN SAFETY, HEALTH, ENVIRONMENT &
COMMUNITY (SHEC) MANAGEMENT STANDARD**

INBOUND MATERIAL CONTROL

NORTH AMERICA

Revision Date: January 2010

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1.0 PURPOSE & APPLICABILITY:

- 1.1 The purpose of this North American (NA) standard (Standard) is to establish minimum requirements relating to the management and control of recyclable materials inbound to or received at any recycling facility operated by Sims Metal Management (Facility).
- 1.2 This Standard provides requirements and guidance for Regional, Commercial, and Facility managers and employees and requirements and guidance for our Suppliers regarding materials that may pose threats to human health or the environment.
- 1.3 Hazardous substances associated with recyclable materials may pose a significant risk to the health and safety of employees, visitors, and the community and to the environment.
- 1.4 Each Sims Metal Management (SMM) region (Region) shall implement this Standard.
- 1.5 Unless otherwise specified herein, the requirements described in this Standard shall apply only to the receipt of Materials from Suppliers.
- 1.6 Any Facility may implement more stringent requirements than those set forth in this Standard, with respect to the specific regulatory requirements, risks, or hazards associated with a particular Facility.
- 1.7 Any requirement set out below as the responsibility of the Facility shall be the responsibility of the senior manager of that Facility.
- 1.8 This Standard requires the close cooperation between operations and commercial management at the Facility and in the Region.

2.0 DEFINITIONS:

- 2.1 **Employee:** Employee means any full-time, part-time, and temporary employee.
- 2.2 **Material:** Ferrous metal, non-ferrous metal, plastic, glass, paper, electronics, and any other recyclable material (unless otherwise specified herein.)
- 2.3 **Prohibited Material:** Those materials described in Exhibit A (Prohibited Materials List), except as otherwise noted in that Exhibit.
- 2.4 **Supplier:** An individual or entity who or which owns and arranges for delivery of Material to one or more SMM Facilities.

3.0 MINIMUM REQUIREMENTS - Each Facility shall implement requirements at least as stringent as those set forth below with respect to Suppliers:

- 3.1 **Prohibited Materials:** No Facility shall accept any Prohibited Material.
- 3.2 **Inbound Material Control Program** – Each Facility shall implement the following:



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**NORTH AMERICAN SAFETY, HEALTH, ENVIRONMENT &
COMMUNITY (SHEC) MANAGEMENT STANDARD**

INBOUND MATERIAL CONTROL

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3.2.1 Signage

- 3.2.1.1 Each Facility shall post signs depicting or noting certain key Prohibited Materials at appropriate entrances to each Facility.
- 3.2.1.2 SMM shall develop a standard sign setting forth minimum depictions/notes to be implemented for applicable SMM Facilities.

3.2.2 Supplier Information Program –

3.2.2.1 Supplier Notices:

- 3.2.2.1.1 Each Facility shall notify applicable Suppliers of this Inbound Material Control Program, at a minimum by means of either a letter or flyer that contains at least the Prohibited Materials List, and makes available the Supplier Agreement (Supplier Notice.)
- 3.2.2.1.2 In addition, any region may elect to require written acknowledgement of receipt of such Supplier Notice documents by all or a subset of its Suppliers.
- 3.2.2.1.3 Each Region or Facility shall mail the Supplier Notice annually to all regular Suppliers, and shall distribute such flyers to all Suppliers who may or may not receive the annual notice by mail.
- 3.2.2.2 Each Facility shall maintain at its Inbound Material scales Supplier Notices, Prohibited Materials Lists, and Supplier Agreements.
- 3.2.2.3 Each Region or Facility shall coordinate and implement this program with applicable SMM commercial management.

3.2.3 Supplier Agreement Program

- 3.2.3.1 Each Region or Facility shall require, in coordination with Regional or Facility commercial management, that each Supplier who provides ferrous or stainless steel materials (Applicable Supplier) sign a Supplier Agreement that includes the Facility's Prohibited Materials List as an attachment (consistent with those samples set out in Exhibit A.) Sample Agreements are included in Exhibit B.
- 3.2.3.2 Each Region or Facility shall obtain a new signed Supplier Agreement from each Applicable Supplier every three years.
- 3.2.3.3 Supplier Agreements shall be collected by a custodian designated by the Facility or Region (Records Custodian.)
- 3.2.3.4 The Records Custodian shall review each signed Supplier Agreement for completeness and accuracy.
- 3.2.3.5 The Records Custodian shall utilize the SAI CFC Contract module to track signed Supplier Agreements, and ensure that the originals are stored in appropriate files. (see Work Instruction in Attachment C)



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**NORTH AMERICAN SAFETY, HEALTH, ENVIRONMENT &
COMMUNITY (SHEC) MANAGEMENT STANDARD**

INBOUND MATERIAL CONTROL

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3.2.4 Scrap Inspection Program – Each Facility shall implement a two tiered inspection program:

3.2.4.1 Visual Inspections: Each Facility shall ensure that every load is subject to a visual inspection that conforms to the following requirements.

3.2.4.1.1 Each Region or Facility shall require that, to the extent that the outside buyer is inspecting such Material for quality or other commercial purposes, the outside buyer visually inspect Material at offsite locations for materials listed on the Prohibited Materials List.

3.2.4.1.2 Where SMM arranges to collect Material from bins placed at offsite locations, each Region or Facility shall require that the Commercial Vehicle driver visually inspect such bin in a manner that may be safely implemented for materials listed on the Prohibited Materials List.

3.2.4.1.3 Each Facility shall require that the scale buyer visually inspect received Material in a manner that may be safely implemented for materials listed on the Prohibited Materials List.

3.2.4.1.4 Each Facility shall require that an on-the-ground inspector visually inspect Material at the time such Material is placed on the ground prior to being placed in a stockpile in a manner that may be safely inspected for materials listed on the Prohibited Materials List. The Facility shall document the inspection on the appropriate inspection form.

3.2.4.1.5 Each Facility shall require that any crane operator moving Material to or from a stockpile visually inspect such Material in a manner that may be safely implemented for materials listed on the Prohibited Materials List.

3.2.4.2 Detailed Inspections:

3.2.4.2.1 Each Facility shall arrange for inspection of each item of certain Materials from a certain percentage of loads of received materials for materials listed on the Prohibited Materials List.

3.2.4.2.2 Those Materials shall include at a minimum auto bodies and appliances.

3.2.4.2.3 The inspection percentages are:

3.2.4.2.3.1 100% of uncrushed auto bodies that are not provided by automobile dismantler Suppliers;

3.2.4.2.3.2 Between 1 and 5% of received loads of crushed auto bodies or uncrushed auto bodies provided by automobile dismantler Suppliers;

3.2.4.2.3.3 Between 1 and 5% of received loads of uncrushed appliances;



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3.2.4.2.3.4 Between 1 and 5% of received loads of crushed appliances; and

3.2.4.2.3.5 Between 1 and 5% of received loads of demolition scrap Materials.

3.2.4.2.4 For detailed inspections, each such load shall be torn apart and thoroughly inspected.

3.2.4.2.5 The Facility shall record the findings of those detailed inspections on the applicable form (Exhibit E).

3.2.4.2.6 The Facility shall document certain findings with photos of non-conforming Materials.

3.2.4.2.7 Any non-conforming material discovered in the inspections shall be subject to the Corrective Measures Program, below.

3.2.5 Scrap Purchase Program

3.2.5.1 All facilities that purchase cars for shredding shall also purchase lead-acid batteries at a price (for car customers) that encourages the removal of batteries from cars.

3.2.6 Corrective Measures Program – Each Facility or Region shall implement a program of corrective measures, in coordination with Regional or Facility commercial management, in the event that any Supplier delivers Prohibited Materials or in other respects breaches the policies set out in this Standard. Such program may include:

Breach of Policy in the Month	Excessive Amounts of Items #1 (only of hazmat), #2 and #8 on Prohibited Materials List		Items #3 to #7 and #9 to #10 on Prohibited Materials List	
	Delivered on Our Truck or Truck We Paid For	Delivered on Supplier Paid Truck	Delivered on Our Truck or Truck We Paid For	Delivered on Supplier Paid Truck
First	A & G	A & G	B & G	B & G
Second	A & G	A & G	B, D & G	B, D & G
Third	A, D & H	A, D & G	C, E, H & J	B, E, & H
Fourth	B, E, & H	A, E & H	C, H, I & K to be readmitted.	C, F, H & J
Fifth	C, H, & Notice J	C, F, H Notice J		C, H, I & K to be readmitted.
Sixth	C, H, I & J (to be readmitted)	C, H, I & J (to be readmitted)		



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- KEY:** A – Deduction made for excessive non-conforming material
B – Non-conforming material rejected & if SMM paid for freight, Supplier is back charged for our additional freight cost
C – Entire load rejected & if SMM paid for freight, Supplier is back charged for our additional freight cost
D – Supplier subject to detailed inspection for next load
E – Supplier subject to detailed inspection for next three loads
F – Supplier subject to detailed inspection for next two weeks
G – Supplier called by their Buyer/Commercial
H – Supplier called by another Commercial Manager's Supervisor
I – Supplier suspended from Facility for one week
J – Supplier is visited by the Buyer to assess reason for non-compliance
K – Supplier subject to upstream audit by SMM SHEC Department

Facility shall document deductions and rejections on applicable inspection form (Exhibit E).

3.3 Training: To be conducted by team including SHEC, operations and commercial personnel

3.3.1 Initial Training – The Facility or Region shall ensure the following training is completed:

- 3.3.1.1 All new Buyers, Scale Operators, Inspectors, Material Handler/Loader Operators and Supervisors/Managers shall receive extensive hands-on training in this Standard;
- 3.3.1.2 All other employees shall receive awareness training in this Standard.

3.3.2 Annual Update Training - All Buyers, Scale Operators, Inspectors, Material Handler/Loader Operators and Supervisors/Managers shall receive annual update training with respect to each of the requirements of this Standard.

3.4 Compliance With Law: Each SMM Facility or Region shall incorporate any other requirements related to but not set out in this Standard into its Inbound Material Control Policy that are otherwise required by applicable federal, state, or local law, regulation, or other requirement, by contract, or by any other requirement set out elsewhere by SMM, or the applicable SMM Region or Facility.

3.5 Assessments: Each Region and Facility shall implement a procedure to assess the effectiveness of implementation of each requirement of this Standard at least annually, including by means of coordination with internal accounting audit regarding the Supplier Agreement Program.

3.6 Recordkeeping:

3.6.1 Each Region shall retain the original of each Supplier Notice and signed Supplier Agreement in their Regional Headquarters under the control of the Regional SHEC Director, and a copy shall be posted on the SHEC Web-Site. This may be done in folders or in a binder.

3.6.2 With respect to infrequent Suppliers not associated with a Commercial Manager, the applicable Facility shall retain the original notices and agreements.



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EXHIBIT A LIST OF PROHIBITED MATERIALS

Date of Most Recent Revision: May 12, 2008

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Prohibited Materials: The following materials are prohibited from acceptance at SMM Facilities, except as otherwise noted below:

- 1 Non-Recyclable Materials of any kind**, including asphalt, concrete, debris, dirt, rags, tires, trash¹.
- 2 Free-flowing liquids** including hazardous (e.g., gasoline, motor oil, and other lubricants, hydraulic fluids, anti-freeze, oil paint, anti-freeze)² and non-hazardous materials (e.g. water)¹.
- 3 Flammable and Combustible Materials** or other petroleum products, including diesel fuel and gasoline².
- 4 Corrosive Materials** such as lead acid batteries³.
- 5 Radioactive Materials** of any type (e.g., military scrap, medical scrap, thickness measuring devices).
- 6 Explosives** or potential explosives of any type, such as munitions scrap (e.g., ammunition, shells).
- 7 Poisons, Infectious Materials or Chemicals** in solid, powder, liquid, or gaseous form (e.g., fertilizers).
- 8 Containers or Cylinders (Pressurized, Closed, or Formerly Containing Hazardous Materials)** (e.g. propane tanks, compressed gas tanks, aerosol cans, bulk storage tanks, fire extinguishers, storage tanks, process vessels.)⁴
- 9 Materials or Containers Containing Hazardous Substance Residue**, including:
 - A** Asbestos-containing materials (ACM), such as pipe insulation or surfacing materials.
 - B** Aerosol cans that contained paint, water sealer, pesticides or other hazardous or toxic substances.
 - C** Non-aerosol containers that contained paint, water sealer, pesticides or other hazardous or toxic substances.
 - D** Air conditioning and refrigeration units containing CFCs, HCFCs or non-exempt refrigerant substitutes.
 - E** PCB-containing materials, such as capacitors, ballasts and transformers.
 - F** Lead-containing materials⁵.
 - G** Mercury-containing materials (e.g. switches, fluorescent or mercury vapor lights/fixtures/bulbs, thermostats).
 - H** Liquid crystal displays (LCDs)⁶.
- 10 Any Material Containing Hazardous or Toxic Substances or Wastes**¹.
- 11 Automobiles** must have all fluids drained to the extent practicable or otherwise required by law, and their batteries, leaded battery cables, and mercury convenience light switches, and air bags, as required by law, removed².

[NOTE: See Back of Page for Spanish Translation]

¹ Except to the extent that the Facility is authorized and has agreed to accept such materials.

² / Except to the extent that the Facility is authorized and has agreed to depollute applicable vehicles with respect to such materials.

³ / Except to the extent that such batteries are accepted at designated Facilities and then only if not cracked, broken, burned, or with missing caps.

⁴ / Except empty containers certified as "empty," per applicable law and approved in advance by Facility and otherwise properly prepared in accordance with SMM empty container requirements.

⁵ / Except if accepted by the Facility as a specific commodity (e.g. lead acid batteries and leaded battery terminals, lead wheel weights, or electronic scrap materials such as cathode ray tubes (CRTs) or a commodity containing a CRT – such as a computer monitor or CRT television set.)

⁶ / In certain states (e.g. California) LCDs and certain other recyclable electronic commodities are prohibited unless specifically accepted by the Facility at a designated receiving area.



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EXHIBIT B SUPPLIER AGREEMENT

Date of Most Recent Revision: May 12, 2008

Page 1 of 1

Regulatory References. [NOTE: I propose that this discussion be moved to the cover letter for distribution to suppliers
– or available at the scale.]

- a. The federal Clean Air Act, 42 U.S.C. § 7401 *et seq.* (including section 608) and its implementing regulations at 40 CFR Part 82 (including section 82.156(g)-(h)), requires the removal and disposal of refrigerants and non-exempt refrigerant substitutes from motor vehicles and appliances prior to recycling. Supplier certifies that any Materials containing refrigerants or non-exempt refrigerant substitutes as those terms are defined at 40 CFR 82.32(f) and 40 CFR 82.152 shall be removed by Supplier and disposed of by Supplier in accordance with all applicable laws prior to delivery to Receiver.
- b. The federal Toxic Substances Control Act ("TSCA"), 15 U.S.C. § 2601 *et seq.* and its implementing regulations at 40 CFR Part 761, governs the removal and disposal of polychlorinated biphenyls ("PCBs"). Supplier certifies that all PCB capacitors, PCB small capacitors or any other PCB containing equipment shall be removed from all Materials by Supplier and disposed of by Supplier in accordance with all applicable laws prior to delivery to Receiver.
- c. New York State's Environmental Conservation Law 27-2105(1), New Jersey's Recycling Rules at N.J.A.C. 7:26A and the Mercury Switch Removal Act of 2004 (and proposed amendments at N.J.A.C. 7:26A-1.3, 2, and 2.1 and proposed new rule 7:26A-9.1) (or other state law equivalent thereof) governs the removal of mercury switches from vehicles and/or other Materials. Supplier certifies that all mercury switches shall be removed from vehicles or other Materials by Supplier and disposed of by Supplier in accordance with all existing laws and regulations prior to delivery to Receiver, regardless of whether Supplier delivers the vehicle or other Materials to Receiver prior to the crushing, flattening, shredding or baling of the vehicle or Materials.
- d. New York State's Environmental Conservation Law 27-2303 to 2305 requires certain potential environmental contaminants be drained, deployed or removed from end of life vehicles prior to crushing. For all vehicles delivered to a Sims|Metal facility in New York State, Supplier certifies that the following shall be removed from end-of-life vehicles prior to delivery to Receiver: (i) fluids including engine oil, transmission fluid, transaxle fluid, front and rear axle fluid, brake fluid, power steering fluid, coolant, and fuel; (ii) lead acid batteries; (iii) small PCB capacitors, (iv) mercury switches or other mercury containing devices; (v) refrigerants used in automobile air conditioning systems; and (vi) air bags are deployed or canisters are removed.
- e. Other federal, state and local laws, regulations and ordinances also affect the chemical and physical requirements for Materials delivered to the Receiver by the Supplier. Supplier certifies that it will not deliver to Receiver Materials that do not conform to such physical or chemical requirements and shall remove any substances necessary to achieve such conformance.



EXHIBIT B SUPPLIER AGREEMENT

Date of Most Recent Revision: May 12, 2008

Page 1 of 1

Sample Scrap Acceptance Agreement **[NOTE: WE WILL NEED CERTAIN STATE-SPECIFIC AGREEMENTS]**

This Scrap Acceptance Agreement ("Agreement") is entered into this _____ day of _____, 200_ ("Effective Date") between _____ ("Seller") and Sims/Metal Management ("Buyer") under the following terms and conditions. The initial term of this Agreement shall commence upon the Effective Date and shall expire on December 31, 200_. Thereafter the term shall be automatically extended on a year-to-year basis, on the terms and conditions set forth in this Agreement.

- 1) Buyer agrees to buy recyclable materials ("Materials") only upon each issuance to Seller of a Weighmaster Certificate or Purchase Contract (each a "Contract") for such Material and at the price specified therein, in accordance with the terms and conditions of both the front and reverse sides of that Contract and this Agreement, which is incorporated into every, whether or not referred to in any, Contract.
- 2) Buyer shall not be deemed to have accepted the Material purchased herein until such Material has been approved by Buyer at Buyer's facility. Buyer reserves the right to reject at any time any Material not as warranted or not conforming because materially different than as described herein (including without limitation because some or all of the Material is a Hazardous Material, as defined herein). Any Material which is rejected by Buyer shall be at Seller's sole cost and risk. Under no circumstances will title to any Material transfer to Buyer which is not as warranted, certified or conforming to this Agreement.
- 3) Seller shall inspect prior to delivery and shall not tender to Buyer any Materials which are considered hazardous or toxic materials, substances, or wastes under any applicable Law (as defined herein), including without limitation any of those Prohibited Materials described in Exhibit A, attached hereto and incorporated herein by reference ("Hazardous Material"). Seller is solely responsible for the condition and cleanup of the Material and any releases therefrom. Seller certifies that the Material is exempt from regulation as a hazardous waste in accordance with all applicable federal, state, and local laws, regulations and requirements, and any guidance and interpretation by any applicable regulatory agency and any orders and decisions of any applicable court (each and all a "Law"). All warranties, certifications, indemnities, and other obligations made by Seller shall survive the expiration of this Agreement.
- 4) Seller certifies that all refrigerants (including without limitation chlorofluorocarbons (CFCs), hydrochlorofluorocarbons (HCFCs), or non-exempt refrigerant substitutes (and other non-CFC replacement refrigerants), and all other Class I and II substances, as defined in § 608 of the federal Clean Air Act, as amended, and in 40 Code of Federal Regulations Part 82) that have not leaked previously will be properly removed and recovered from all appliances or shipments of appliances (including without limitation motor vehicle air conditioners) to be delivered under the Contract and this Agreement prior to the delivery of those appliances to Buyer. In addition, Seller certifies that all PCB small capacitors as defined in 40 CFR Part 761.3 and other encapsulated PCBs, batteries, used oil, liquids, auto convenience-lighting and non-automotive mercury switches and temperature control devices, unspent sodium azide canisters, and hazardous waste will be removed from all appliances or shipments of appliances and motor vehicles prior to delivery under the Contract and this Agreement and disposed of in accordance with Law.
- 5) Seller agrees to defend, indemnify, release, and hold harmless Buyer and its owners, affiliates, and employees (each an "Indemnitee"), from and against any claim, penalty, fine, fee, cost, expense (including attorneys' and expert fees), loss, obligation, damages, enforcement actions, or any other liability of any kind sustained by any Indemnity arising directly or indirectly, in whole or in part, from any breach of this Agreement by Seller or any act or omission of Seller, its subcontractor(s), or any of their respective employees or agents.
- 6) The undersigned individual signing on behalf of Seller represents and certifies that he or she is duly authorized by the Seller to sign this agreement and certification on behalf of Seller. Any acknowledgment or confirmation issued by Seller regarding any Contract or this Agreement shall be deemed as issued solely for administrative purposes but in no event shall any terms or conditions thereon govern.

AGREED: SELLER - _____

AGREED: BUYER-Sims/Metal Management

Signature: _____

Name: _____

Title: _____

Address: _____

Signature: _____

Name: _____

Title: _____

Address: _____



EXHIBIT B SUPPLIER AGREEMENT

Date of Most Recent Revision: May 12, 2008

Page 1 of 1

Scrap Acceptance Agreement (CA)

This Scrap Acceptance Agreement ("Agreement") is entered into this _____ day of _____, 200_ ("Effective Date") between _____ ("Seller") and Sims|Metal Management ("Buyer") under the following terms and conditions. The initial term of this Agreement shall commence upon the Effective Date and expire on December 31, 200 _____. Thereafter the term shall be automatically extended on a year-to-year basis, on the terms and conditions set forth in this Agreement.

- 1) Buyer agrees to buy recyclable materials ("Materials") only upon each issuance to Seller of a Weighmaster Certificate or Purchase Contract (each a "Contract") for such Material and at the price specified therein, in accordance with the terms and conditions of both the front and reverse sides of that Contract and this Agreement, which is incorporated into every, whether or not referred to in any, Contract.
- 2) Buyer shall not be deemed to have accepted the Material purchased herein until such Material has been approved by Buyer at Buyer's facility. Buyer reserves the right to reject at any time any Material not as warranted or not conforming because materially different than as described herein (including without limitation because some or all of the Material is a Hazardous Material, as defined herein). Any Material which is rejected by Buyer shall be at Seller's sole cost and risk. Under no circumstances will title to any Material transfer to Buyer which is not as warranted, certified or conforming to this Agreement.
- 3) Except as otherwise required in accordance with California Health & Safety Code ("HSC") §25211, with respect to a Seller of one or more "major appliances," who is not a "certified appliance recycler" ("CAR") or who did not acquire such "major appliances" from a CAR, all in accordance with HSC §25211:
 - a. Seller shall inspect prior to delivery and shall not tender to Buyer any Materials which are considered hazardous or toxic materials, substances, or wastes under any applicable Law (as defined herein), including without limitation any of those Prohibited Materials described in Exhibit A, attached hereto and incorporated herein by reference ("Hazardous Material"). Seller is solely responsible for the condition and cleanup of the Material and any releases therefrom. Seller certifies that it shall perform prior to delivery of Material to Buyer all actions required to comply with California Assembly Bill 847 (enacted October 11, 1997, effective January 1, 1998) and Assembly Bill No. 2277 (enacted September 29, 2004) (each regarding special handling of discarded major appliances), whether or not such Bill is in force or effect, and that the Material is exempt from regulation as a hazardous waste in accordance with all applicable federal, state, and local laws, regulations and requirements, and any guidance and interpretation by any applicable regulatory agency and any orders and decisions of any applicable court (each and all a "Law"). All warranties, certifications, indemnities, and other obligations made by Seller shall survive the expiration of this Agreement.
 - b. Seller certifies that all refrigerants (including without limitation chlorofluorocarbons (CFCs), hydrochlorofluorocarbons (HCFCs), or non-exempt refrigerant substitutes (and other non-CFC replacement refrigerants), and all other Class I and II substances, as defined in § 608 of the federal Clean Air Act, as amended, and in 40 Code of Federal Regulations Part 82) that have not leaked previously will be properly removed and recovered from all appliances or shipments of appliances (including without limitation motor vehicle air conditioners) to be delivered under the Contract and this Agreement prior to the delivery of those appliances to Buyer. In addition, Seller certifies that all PCB small capacitors as defined in 40 CFR Part 761.3, and other encapsulated PCBs, batteries, used oil, liquids, auto convenience-lighting and non-automotive mercury switches and temperature control devices, unspent sodium azide canisters, hazardous waste, and all other "materials that require special handling," ("MRSH") will be removed from all appliances or shipments of appliances and motor vehicles prior to delivery under the Contract and this Agreement and disposed of in accordance with Law.
- 4) Seller of one or more "major appliances" who is not a "certified appliance recycler," or who did not acquire such "major appliances" from a CAR, certifies that such "major appliances" have not been "processed" in such a manner that could result in the release, or prevent the removal, of MRSH, all in accordance with HSC §25211.
- 5) Seller agrees to defend, indemnify, release, and hold harmless Buyer and its owners, affiliates, and employees (each an "Indemnitee"), from and against any claim, penalty, fine, fee, cost, expense (including attorneys' and expert fees), loss, obligation, damages, enforcement actions, or any other liability of any kind sustained by any Indemnitee arising directly or indirectly, in whole or in part, from any breach of this Agreement by Seller or any act or omission of Seller, its subcontractor(s), or any of their respective employees or agents.
- 6) The undersigned individual signing on behalf of Seller represents and certifies that he or she is duly authorized by the Seller to sign this agreement and certification on behalf of Seller. Any acknowledgment or confirmation issued by Seller regarding any Contract or this Agreement shall be deemed as issued solely for administrative purposes but in no event shall any terms or conditions thereon govern.

AGREED: SELLER - _____

AGREED: BUYER-Sims|Metal Management

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Address: _____

Address: _____



**SIMS
METAL
MANAGEMENT**

ATTACHMENT C SAI WORK INSTRUCTION

NATIONAL STANDARD

Date of Most Recent Revision: July 17, 2007

Page 1 of 1

THIS IS A SEPARATE DOCUMENT



**SIMS
METAL
MANAGEMENT**

ATTACHMENT D DESIGNATED RECORDS CUSTODIAN

NATIONAL STANDARD

Date of Most Recent Revision: July 17, 2007

Page 1 of 1

DATE: _____

FACILITY: _____

DESIGNATED RECORDS CUSTODIAN: _____

DATE DESIGNATED CUSTODIAN TRAINED: _____

TRAINER: _____

APPROVED BY: _____

DATE APPROVED:



EXHIBIT E

DETAILED INSPECTION FORM

NATIONAL STANDARD

Date of Most Recent Revision: October 2008

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[illegible]



**SIMS
METAL
MANAGEMENT**

MATERIAL ACCEPTANCE POLICY

The following materials are prohibited from acceptance at Sims Metal Management (SMM) Facilities, except by special arrangement with SMM:

- 1) Non-Recyclable Materials of any kind, including asphalt, concrete, debris, dirt, rebar, tires, trash.
- 2) Non-Hazardous Free-flowing Liquids including water
- 3) Hazardous Free-flowing liquids including gasoline, motor oil, hydraulic fluids, anti-freeze, oil paint, anti-freeze or other lubricants or petroleum products, except as contained in whole cars SMM purchased for vehicle depollution.
- 4) Flammable and Combustible Materials
- 5) Corrosive Materials such as soda ash or broken batteries. Whole batteries may be accepted for recycling.
- 6) Radioactive Materials of any type (e.g., military scrap, medical scrap, thickness measuring devices)
- 7) Explosive Materials or potentially explosive materials of any type, such as munitions scrap (e.g., ammunition, shells).
- 8) Chemicals or Poisons in solid, powder, liquid, or gaseous form (e.g., fertilizers).
- 9) Infectious Materials generally in red bags or marked by the infectious symbol.
- 10) Pressurized Containers or Cylinders including propane tanks, compressed gas tanks, aerosol cans, or extinguishers, except if the closed cylinder has been vented or if accepted under special arrangement.

- 11) Closed Containers including bulk storage tanks, process vessels, except if the containers are cut open and can be inspected to verify that they are empty.
- 12) Containers that Formerly Containing Hazardous Materials including drums, bulk storage tanks, process vessels, paint cans and/or aerosol cans except if the containers are certified as empty per applicable law, cut open and can be inspected to verify that they are empty.

- 13) Any Materials Containing CFCs, HCFCs or non-exempt refrigerant substitutes that have not been evacuated, except as contained in whole appliances SMM purchased for appliance depollution.
- 14) PCB-containing materials (e.g., capacitors, ballasts and transformers) except if accepted under special arrangement.
- 15) Any quantity of Asbestos-containing materials (ACM), such as pipe insulation or surfacing materials.

- 16) Mercury-containing materials (e.g., switches, fluorescent or mercury vapor lights/bulbs, thermostats) except as contained in whole cars SMM purchased for vehicle depollution.
- 17) Cathode ray tubes (CRTs), liquid crystal displays (LCDs) or any device containing a CRT or LCD (e.g., computer monitor, laptop screen or television set, unless when accepted at an SMM electronics recycling facility.)

REQUIREMENTS FOR CERTAIN COMMODITIES ACCEPTED BY SIMS METAL MANAGEMENT

Processed Automobiles must have the following removed prior to delivery:

- 1) Fluids -
 - Oil (motor oil, transmission fluid, power steering and brake fluid from reservoirs)
 - Fuel
 - Coolant
 - Refrigerant
 - Any other fluids required by state/local law (e.g., washer fluid, axle fluid)
- 2) Batteries and leaded battery cable ends
- 3) Any mercury-containing devices, including convenience light switches and any other devices as required by law (lamps, backlit displays and ABS modules)
- 4) Air bag deployment canisters
- 5) No trash, dirt or tires.

Insert local information here (if not using, delete text box)



PREVENTING METAL THEFT

Sims Metal Management does not purchase stolen materials. If Company Personnel suspect materials of being stolen, they may turn away the customer, and may notify local law enforcement.



Sims Metal Management follows all local and State regulations that apply to the purchase of metals to assist in the preventing the purchase of stolen metals. If you have specific questions about these local and State regulations, please contact your local SMM representative or SMM sales personnel.

- 1) SMM reserves the right to refuse any transaction it believes may be in violation of the law or that may contain stolen materials
- 2) All sellers of metal must supply identification.

Identification.

3) All transactions will be documented, and in some cases depending on the location, loads and certain materials will be photographed.

4) Please note that recyclers are often the victims of metal theft. SMM reserves the right to conduct video surveillance of our facilities and business operations.

OUR COMMITMENT TO THE SAFETY, HEALTH, ENVIRONMENT AND THE COMMUNITY (SHEC)

In January of 2012, Sims Metal Management was recognized as one of the World's Top 100 Most Sustainable Corporations at the 2012 World Economic Forum in Davos, Switzerland for the third year in a row - moving up 52 spots in the rankings to number 11.

Sims Metal Management has a strong commitment to the environment, sustainability and the health of the communities in which we do business. In all aspects of the business, Sims strives to implement best practices and fulfill the ideals of our Safety, Health, Environment and Community (SHEC) Policy.

Sims Metal Management is committed to the community, supporting local educators, schools, charity, community and environmental organizations throughout the globe. We take seriously our efforts to be a good community and environmental partner. Everyday Sims Metal Management employees make a positive impact on the environment.

In Fiscal 2011, Sims Metal Management's global carbon footprint was more than 300,000 metric tons, a reduction of 2% over Fiscal Year 2010. That compares to the 13 million metric tons of carbon emissions estimated as saved by Sims' recycling of steel alone (compared with the mining of ore and manufacture of new material for steel production) - a ratio of 1 to 42.

May 2012

THANK YOU FOR RECYCLING WITH THE WORLD'S FULL SERVICE RECYCLER.
WE APPRECIATE YOUR BUSINESS.

www.simsmm.com/us/scrap acceptance or call

(212) 500-7430 for more information.